

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NIKE, INC.,

Plaintiff,

v.

THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No. 25-cv-01557

Judge Matthew F. Kennelly

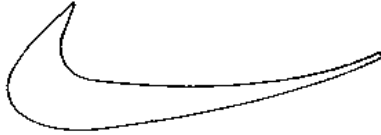



SEALED EX PARTE TEMPORARY RESTRAINING ORDER

THIS CAUSE being before the Court on Plaintiff Nike, Inc.’s (“Plaintiff” or “Nike”) *Ex Parte* Motion for Entry of a Temporary Restraining Order, including a Temporary Injunction, a Temporary Asset Restraint, and Expedited Discovery, and Motion for Electronic Service of Process Pursuant to Fed. R. Civ. P. 4(f)(3) (the “Motions”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (the “Seller Aliases”), and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motions in their entirety.





This Court further finds that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and/or funds from U.S. bank accounts, and have sold products using infringing and counterfeit




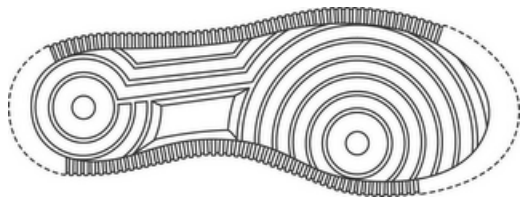
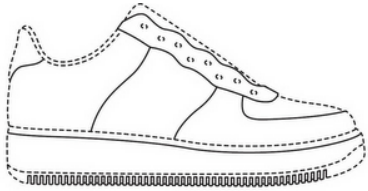

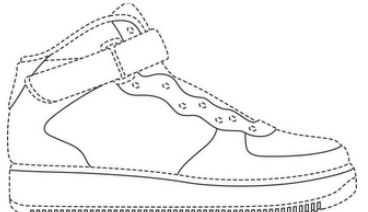
¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

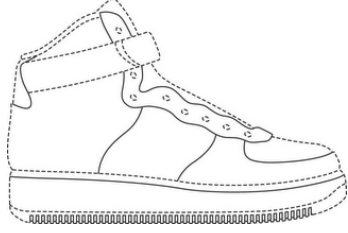

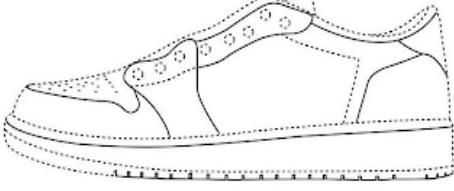
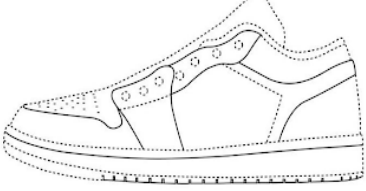

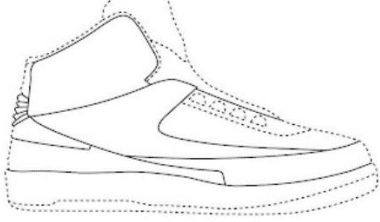
versions of the federally registered Nike trademarks (the “Nike Trademarks”) (a list of which is included in the chart below) to residents of Illinois.

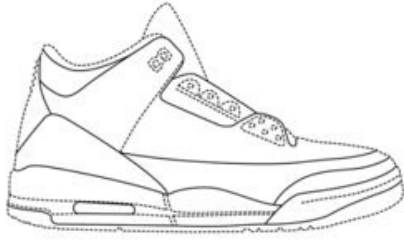


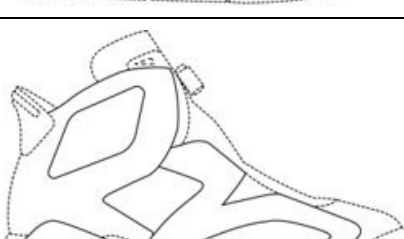
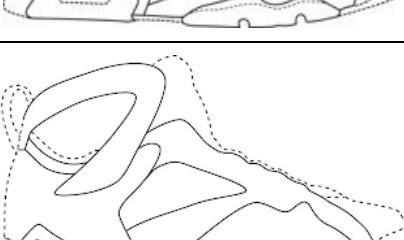
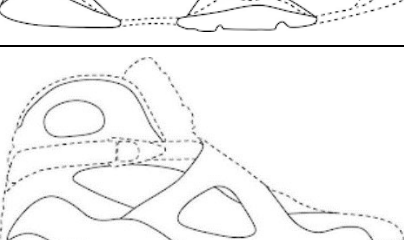
| Registration Number | Trademark |
|---|--|
| 978952 1153938 1214930 1945654 1277066 4704670 | NIKE (word mark) |
| 1307123 | NIKE AIR (word mark) |
| 3192901 | NIKE FREE (word mark) |
| 977190 1145473 |  |
| 1323343 4704672 1284385 1990180 |  |
| 2068075 |  |
| 1571066 1284386 |  |

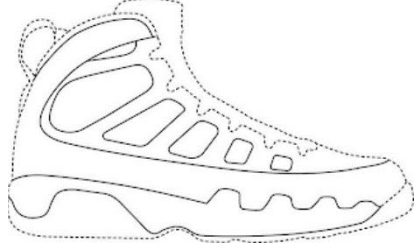

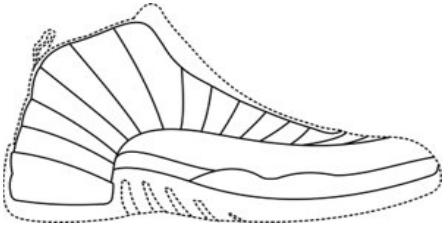
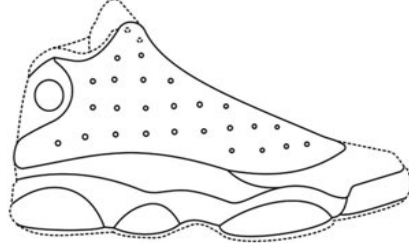
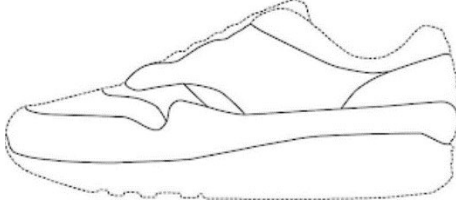
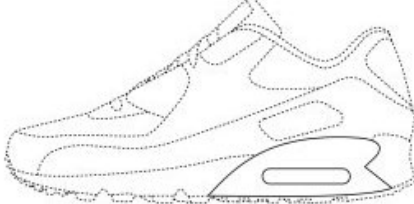
| | |
|-------------------------------|--|
| 1237469 1325938 1772987 |  |
| 2104329 |  |
| 4764071 | JUST DO IT (word mark) |
| 1875307 | JUST DO IT. (word mark) |
| 1200529 2164810 | SWOOSH (word mark) |
| 1508348 | AIR MAX (word mark) |
| 5503242 | VAPORMAX (word mark) |
| 5286596 | NIKE AIR VAPORMAX (word mark) |
| 2716140 | PRESTO (word mark) |
| 3370246 3412757 | LEBRON (word mark) |
| 1370283 | AIR JORDAN (word mark) |
| 1686515 | AIR FLIGHT (word mark) |
| 3627820 | JUMPMAN (word mark) |
| 4210496 | MERCURIAL (word mark) |

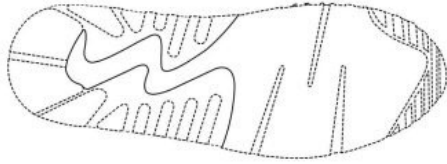
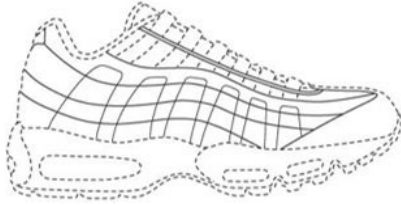
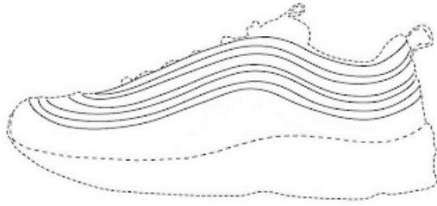
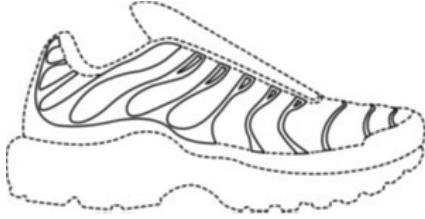
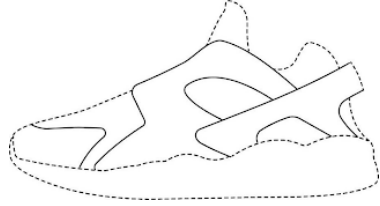
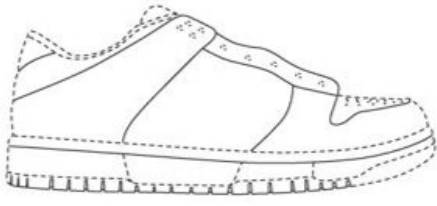
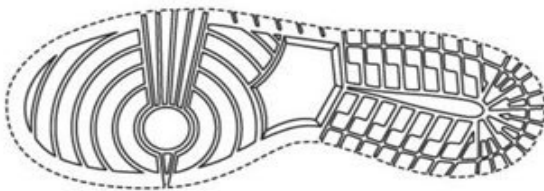
| | |
|-------------------------------|--|
| 3780236 | DUNK (word mark) |
| 3520484 | AIR FORCE 1 (word mark) |
| 1027021 | CORTEZ (word mark) |
| 1794058 2571314 1887959 | DRI-FIT (word mark) |
| 4393310 | FLYKNIT (word mark) |
| 5700611 | TECHKNIT (word mark) |
| 1839775 | THERMA-FIT (word mark) |
| 1558100 |  |
| 1742019 |  |
| 3725535 |  |
| 4254513 |  |

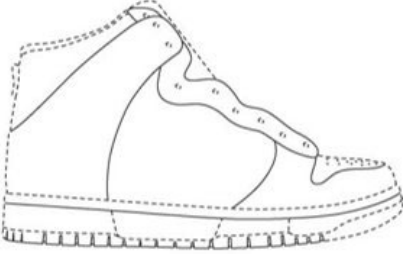


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| 3580156 |  |
| 4462766 |  |
| 4137741 |  |
| 3451904 |  |
| 3451905 |  |
| 5820374 |  |
| 3451906 |  |

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| 3451907 |  |
| 7470617 |  |
| 6368691 |  |
| 6368693 |  |
| 6368694 |  |
| 7163957 |  |

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| 6639127 |  |
| 6639128 |  |
| 6639129 |  |
| 6883603 |  |
| 7283269 |  |
| 7150835 |  |

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| 7150836 |  |
| 6639227 |  |
| 6876338 |  |
| 6876339 |  |
| 6913039 |  |
| 6682467 |  |

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| 6682468 |  |
| 3714300 |  |
| 6912804 |  |
| 6878868 |  |
| 6913020 |  |
| 3711305 |  |
| 3721064 |  |

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| 3711303 |  |
| 6639228 |  |
| 4449186 |  |

This Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Plaintiff has presented specific facts in the Declaration of Joe Pallett [16], and the Declaration of Justin R. Gaudio [15], in support of the Motion for Temporary Restraining Order and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendants could and likely would move any assets from accounts in financial institutions under this Court's jurisdiction to off-shore accounts. As other courts have recognized, proceedings against those who deliberately traffic in counterfeit merchandise are often useless if notice is given to the adverse party. Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:
 - a. using the Nike Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Nike product or not authorized by Plaintiff to be sold in connection with the Nike Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Nike product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the Nike Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing the Nike Trademarks and damaging Plaintiff's goodwill; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the Nike Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc.

(“eBay”), AliExpress, Alibaba Group Holding Ltd., and Alibaba.com Singapore E-Commerce Private Limited (collectively “Alibaba”), Amazon.com, Inc. (“Amazon”), Wish US Holdings LLC (“Wish.com”), Walmart, Inc. (“Walmart”), Etsy, Inc. (“Etsy”), WhaleCo Inc. (“Temu”) ByteDance Ltd., TikTok Ltd., TikTok Inc., and TikTok LLC (collectively “TikTok”), and DHgate.com (“DHgate”) (collectively, the “Third Party Providers”) shall, within seven (7) calendar days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

- a. the identities and locations of Defendants, their affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information and all associated e-mail addresses;
- b. the nature of Defendants’ operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants’ financial accounts, as well as providing a full accounting of Defendants’ sales and listing history related to their respective Online Marketplaces; and
- c. any financial accounts owned or controlled by Defendants, including their affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, Wish.com, Walmart, Etsy, DHgate, Temu, TikTok or other merchant account

- providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon Plaintiff's request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 2, shall, within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Nike Trademarks.
 4. Defendants shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
 5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Temu, TikTok, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants and the Seller Aliases Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits to the Declaration of Joe Pallett, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
 6. Plaintiff is authorized to issue expedited written discovery, pursuant to Federal Rules of Civil Procedure 33, 34 and 36, related to:
 - a. the identities and locations of Defendants, their affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation

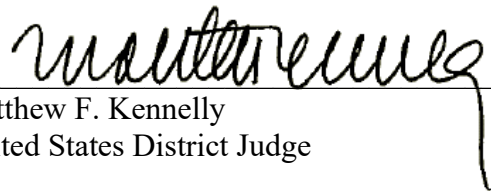
with them, including all known contact information, including any and all associated e-mail addresses; and

- b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces.

Plaintiff is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within three (3) business days of being served via e-mail.

7. Plaintiff may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing, service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Complaint, this Order and other relevant documents on a website and by sending an e-mail with a link to said website to an e-mail address for each Defendant. The Clerk of the Court is directed to issue a single original summons in the name of "The Partnerships and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
8. Schedule A to the Complaint [2], Seller Aliases screenshots attached to the Declaration of Joe Pallett [17], and this Order shall remain sealed until further ordered by this Court.

9. Plaintiff shall deposit with the Court ten thousand dollars (\$10,000), either cash or surety bond, as security, which amount was determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.
10. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and Northern District of Illinois Local Rules.
11. This Temporary Restraining Order without notice is entered at 9:30 A.M. on this 18th day of February, 2025 and shall remain in effect for fourteen (14) days.


Matthew F. Kennelly
United States District Judge

**Nike, Inc. v. The Partnerships and Unincorporated Associations Identified on Schedule "A" - Case
No. 25-cv-01557**

Schedule A

| Defendant Online Marketplaces | | |
|-------------------------------|--|--|
| No | URL | Name / Seller Alias |
| 1 | mingyuecleats.en.alibaba.com | Guangzhou Mingyue Technology Ltd. |
| 2 | qzxcdh.en.alibaba.com | Quanzhou Xingcheng Dahai Sports Goods Co., Ltd. |
| 3 | zhiboec.en.alibaba.com | Taizhou Zhibo E-Commerce Co., Ltd. |
| 4 | kaisuntld.en.alibaba.com | Xiamen Kaisun Trading Co., Ltd. |
| 5 | amazon.com/sp?seller=A3BS53UDN4IE9P | fvfbfg |
| 6 | amazon.com/sp?seller=A3QK4KT2UV0D7R | hangzhousongyamaoyiyouxiangongsi |
| 7 | amazon.com/sp?seller=A2SFL0ZQ3L7VX1 | hebeiaoquanwenhuachuanboyoxiangongsi |
| 8 | amazon.com/sp?seller=A4OR212Y143I0 | henanhongxiangjixieshebeiyoxiangongsi |
| 9 | amazon.com/sp?seller=A10GPWAZ2YO3EJ | lixiaoming1122 |
| 10 | amazon.com/sp?seller=A1853WC2507Q48 | MALELEGUANLING |
| 11 | amazon.com/sp?seller=AZNCY7JDV3WM8 | Sufesdf Shop |
| 12 | amazon.com/sp?seller=ALQ42DM46M0XP | Sufesdf US |
| 13 | amazon.com/sp?seller=A23L3K7P098QLE | taianshichuanjiahengyedianzishangwufuwuyouxiangongsi |
| 14 | amazon.com/sp?seller=AFL6WOR1V1UG7 | WWWGC |
| 15 | amazon.com/sp?seller=A2P4ZZQLNUUUSM | yanbianfang1122 |
| 16 | amazon.com/sp?seller=A17J807F0R8Z22 | zunyijinglushangmaoyouxiangongsi |
| 17 | ebay.com/usr/tty56884 | tty56884 |
| 18 | ebay.com/usr/uhuangrenma | uhuangrenma |
| 19 | ebay.com/usr/uthfrjkdhgkjk | uthfrjkdhgkjk |
| 20 | ebay.com/usr/vcxb1775 | vcxb1775 |
| 21 | ebay.com/usr/vhjgdjfhjk | vhjgdjfhjk |
| 22 | ebay.com/usr/wangjinlong6196 | wangjinlong6196 |
| 23 | ebay.com/usr/wangxianchao_0 | wangxianchao_0 |
| 24 | ebay.com/usr/wangzihui_8 | wangzihui_8 |
| 25 | ebay.com/usr/wdvhdxa | wdvhdxa |
| 26 | ebay.com/usr/weixiaoling_0 | weixiaoling_0 |
| 27 | ebay.com/usr/wudongyue1111 | wudongyue1111 |
| 28 | ebay.com/usr/xianbotailongma-0 | xianbotailongma-0 |
| 29 | ebay.com/usr/xiangfeiz0806 | xiangfeiz0806 |
| 30 | ebay.com/usr/xiangxianglaifeishangmaoyouxiangongsi | xiangxianglaifeishangmaoyouxiangongsi |
| 31 | ebay.com/usr/xiaodan595878 | xiaodan595878 |

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| 32 | ebay.com/usr/xupanyuan_1 | xupanyuan_1 |
| 33 | ebay.com/usr/yangyun-6 | yangyun-6 |
| 34 | ebay.com/usr/yaoyuandejuli | yaoyuandejuli |
| 35 | ebay.com/usr/yiwushiyajindianzishangwuyouxiongongsi | yiwushiyajindianzishangwuyouxiongongsi |
| 36 | ebay.com/usr/yiwushiyubanmao_0 | yiwushiyubanmao_0 |
| 37 | ebay.com/usr/yoursstore2000 | yoursstore2000 |
| 38 | ebay.com/usr/yuhuqiang | yuhuqiang |
| 39 | ebay.com/usr/yunchengshiyanhuyuyika-0 | yunchengshiyanhuyuyika-0 |
| 40 | ebay.com/usr/yydsports88 | yydsports88 |
| 41 | ebay.com/usr/ze2-1566 | ze2-1566 |
| 42 | ebay.com/usr/zhangbaoqun | zhangbaoqun |
| 43 | ebay.com/usr/zhangtianyu2 | zhangtianyu2 |
| 44 | ebay.com/usr/zhangwenlong5 | zhangwenlong5 |
| 45 | ebay.com/usr/zhangyangyan | zhangyangyan |
| 46 | ebay.com/usr/zhengoffice | zhengoffice |
| 47 | ebay.com/usr/zhonghailin1 | zhonghailin1 |
| 48 | ebay.com/usr/zhonghuazeng_3 | zhonghuazeng_3 |
| 49 | ebay.com/usr/zhouzhenbao | zhouzhenbao |
| 50 | ebay.com/usr/zhuguohao | zhuguohao |
| 51 | ebay.com/usr/zlikjsljfioehj | zlikjsljfioehj |
| 52 | instagram.com/auxkkk_/?hl=en | auxkkk_ |
| 53 | instagram.com/dk__doris/?hl=en | dk__doris |
| 54 | instagram.com/grindtruth/ | grindtruth |
| 55 | instagram.com/tzero8680/ | tzero8680 |
| 56 | instagram.com/wa.me888/?hl=en | wa.me888 |
| 57 | instagram.com/xiaowen_h12/?hl=en | xiaowen_h12 |
| 58 | instagram.com/zhiwen1710/?hl=en | zhiwen1710 |
| 59 | temu.com/m-634418219858268.html | Assist creation shop |
| 60 | temu.com/m-634418219433406.html | Cc mens wardrobe |
| 61 | temu.com/m-634418219044024.html | justin case |
| 62 | temu.com/m-634418218503918.html | Sisimi |
| 63 | tiktok.com/@glc801 | glc801 |
| 64 | tiktok.com/@jc_sports07?lang=en | jc_sports07 |
| 65 | tiktok.com/@small_steps1 | small_steps1 |
| 66 | walmart.com/seller/102600647 | Enoluxesa Technology Co., Ltd |
| 67 | walmart.com/seller/102628899 | fkahdoiajf |
| 68 | walmart.com/seller/102501121 | guoshiyan |
| 69 | walmart.com/seller/101687339 | jinanhuaqulixinnengyuan |
| 70 | walmart.com/seller/102572293 | ninglaishangmao |
| 71 | walmart.com/seller/101597313 | Zenoluxe Technology Co., Ltd |
| 72 | walmart.com/seller/102496387 | zhushengjie |
| 73 | futbalfanatico.com | futbalfanatico.com |

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| 74 | jjsneakers11.com | jjsneakers11.com |
| 75 | jtkick.xyz | jtkick.xyz |
| 76 | jussangelboutique.com | jussangelboutique.com |
| 77 | kickzfluence.com | kickzfluence.com |
| 78 | lingakick.com | lingakick.com |
| 79 | lingakicks.com | lingakicks.com |
| 80 | nicekicksshop.org | nicekicksshop.org |
| 81 | pelopel.com | pelopel.com |
| 82 | sneakers8shop.com | sneakers8shop.com |
| 83 | sneakertax.com | sneakertax.com |
| 84 | youtube.com/@runfast-sneakers/shorts | runfast-sneakers |
| 85 | youtube.com/@shoes_china54 | shoes_china54 |
| 86 | youtube.com/@YtShakti-ul5id | YtShakti-ul5id |